

DECLARATION FOR PATENT APPLICATION

As a below named inventor, I declare that I believe I am an original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**NEUTROKINE-ALPHA BINDING PROTEINS
AND METHODS BASED THEREON**

the specification of which is being filed concurrently herewith.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application, which designated at least one country other than the United States listed below, and have also identified below any foreign application for patent or inventor's certificate, or PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application(s):

Priority Claimed
Yes No

<u> </u> (Number)	<u> </u> (Country)	<u> </u> (Day/Month/Year Filed)
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I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below.

<u>60/126,599</u> (Application Serial No.)	<u>26 MARCH 1999</u> (Filing Date)
<u>60/188,208</u> (Application Serial No.)	<u>10 MARCH 2000</u> (Filing Date)

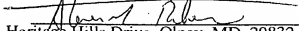
I hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s), or under § 365(b) of any PCT international application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose information that is material to patentability as defined in 37 C.F.R. § 1.56 that became available between the filing date of the prior application and the national or PCT international filing date of this application.

<u> </u> (Application Serial No.)	<u> </u> (Filing Date)	<u> </u> (Status: patented, pending, abandoned)
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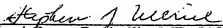
I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith: James H. Davis (Reg. No. 40,582), Kenley Hoover (Reg. No. 40,302), Joseph Kenny (Reg. No. 43,710), Jonathan L. Klein (Reg. No. 41,119), and Michele Wales (Reg. No. 43,975) of Human Genome Sciences, Inc. 9410 Key West Avenue, Rockville, Maryland, 20878.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


Full name of first joint inventor: Steven M. Ruben

Inventor's signature:  Date: 7/23/00
 Residence: 18528 Heritage Hills Drive, Olney, MD 20832 Citizenship: US
 Post Office Address: same as above

Full name of additional joint inventor: Stephen Ullrich

Inventor's signature:  Date: 7/28/00
 Residence: 4713 Rams Head Court, Rockville, MD 20853 Citizenship: US
 Post Office Address: same as above

Full name of additional joint inventor: Kevin Baker

Inventor's signature:  Date: 7/28/00
 Residence: 14006 Indian Run Drive, Darnestown, MD 20878 Citizenship: GB
 Post Office Address: same as above

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned, Steven M. Ruben, Stephen Ullrich and Kevin Baker, hereby sells, assigns, transfers, and sets over to Human Genome Sciences, Inc. ("Assignee") having a place of business at 9410 Key West Avenue, Rockville, MD 20850, its successors, assigns and legal representatives, his/her entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions, and all other countries,

- (a) in and to the invention(s) known as Neutrokin-Alpha Binding Proteins and Methods Based Thereon for which application(s) for patent in the United States of America has (have) been executed by the undersigned on July 28, 2000 (also known as United States Application No. 09/533,822, filed March 24, 2000), in any and all applications thereon, in any and all Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the patent application or patent therefor listed above in part (a), to the full extent of the term or terms for which patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

Each of the undersigned further agrees that said Assignee may apply for and receive patent(s) for said invention(s) in its own name; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other patent applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient, and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and representatives in securing, maintaining, and enforcing proper patent protection for said invention(s) and for vesting title to said invention(s) and all patent applications and all patents on said invention(s) in Assignee, its successors, assigns and representatives.

Each of the undersigned agrees to execute all papers necessary in connection with any interference that may be declared or litigation that may be instituted concerning the application(s) or patent(s) referred to above and to cooperate fully and completely with the Assignee, its successors, assigns, and representatives in obtaining evidence and going forward with such interference or litigation, including providing testimonial evidence.

Each of the undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

Each of the undersigned hereby grants the power to James H. Davis (Reg. No. 40,582), Konley Hoover (Reg. No. 40,302), Michele Wales (Reg. No. 43,975), Jonathan Klein (Reg. No. 41,119), and Joseph Kenny (Reg. No. 43,710) of Human Genome Sciences, Inc., 9410 Key West Avenue, Rockville, MD, 20850 to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date(s) opposite their signature(s):

Inventor's Signature: Steven M. Ruben Date: 9/18/00
Steven M. Ruben

Inventor's Signature: Stephen Ullrich Date: 9/18/00
Stephen Ullrich

Inventor's Signature: Kevin Baker Date: 9/18/00
Kevin Baker